

No. DC-2023-CV-0565

FIRST BANK & TRUST,

Plaintiff,

v.

2B FARMS, INC.,  
TERRY ROBINSON, and  
REBECCA ROBINSON,

Defendants.

IN THE 72<sup>ND</sup> DISTRICT COURT

IN AND FOR

LUBBOCK COUNTY, TEXAS

**AGREEMENT**

**I.**  
**Parties**

1. The parties to this agreement are Kent Ries, in his capacity as Chapter 7 Bankruptcy Trustee for the bankruptcy estates of McClain Farms, LLC, McClain Feed Yard, LLC, and 7M Cattle Company, on the one hand, and First Bank & Trust, secured lender to 2B Farms, and 2B Farms.

**II.**  
**Background**

2. First Bank & Trust is the secured lender to 2B Farms, having a perfected first lien on all livestock of 2B Farms. 2B Farms sold certain of its cattle to McClain Farms, cattle on which First Bank & Trust held a perfected first lien. 2B Farms also owned cattle which were placed in a feed yard of McClain Feed Yard for feeding.

3. Kent Ries is the acting Chapter 7 Trustee for the Chapter 7 bankruptcy proceedings of McClain Farms, LLC, McClain Feed Yard, LLC, and 7M Cattle Company.

4. On April 19, 2023, 2B Farms reclaimed approximately 338 heifers from McClain Feed Yard which he had previously purchased from McClain Farms. (the "Reclamation Heifers").

5. In March of 2023, 2B Farms placed approximately 251 of its heifers on feed with McClain Feed Yard, which heifers were not sold to McClain. On April 19, 2023, 2B Farms picked

2B Farms Exh. 5

AGREEMENT

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up these cattle (the "Recovered Heifers"). The heifers were not associated or related to McClain or his entities.

6. On April 19, 2023, both the Reclamation Heifers and the Recovered Heifers were placed in the care of Tommy Hefner for feeding and care by the parties.

7. 2B Farms and First Bank & Trust have agreed that the Reclamation Heifers and the Recovered Heifers should be sold, and the proceeds escrowed.

8. On May 15, 2023, First Bank & Trust paid Tommy Hefner \$70,471.26 for his feed and care charges for the Reclamation Heifers and the Recovered Heifers from April 19, 2023 through May 16, 2023. First Bank & Trust paid this \$70,471.26 to satisfy Tommy Hefner's agister's lien claim against the Reclamation Heifers and the Recovered Heifers through May 16, 2023. The feeding care charges for the Reclamation Heifers and the Recovered Heifers is now accruing at approximately \$2,610.19 per day.

### **III. Agreement**

9. The parties to this agreement agree as follows in regard to the Reclamation Heifers and the Recovered Heifers:

a. 2B and First Bank & Trust agree to gather and preserve all their documentary and photographic evidence regarding the Reclamation Heifers and the Recovered Heifers, including all invoices, shipment records, checks, and return item notices, as well as all documentary and photograph evidence to show how, when and where those cattle were reclaimed and recovered, as well as all identifying information regarding all such cattle. All this photographic and documentary evidence will be available to Kent Ries upon his request.

b. 2B and First Bank & Trust will agree upon the livestock auction or auctions which will market the Reclamation Cattle and the Recovered Cattle through their auctions.

c. 2B and First Bank & Trust will arrange for the cattle to be shipped from the Tommy Hefner facility to the respective auctions.

d. First Bank & Trust will pay to Tommy Hefner those feed and care charges which have accrued against the Reclamation Cattle and the Recovered Cattle between April 19, and the date of shipment.

e. Upon receipt of the proceeds of the auction sales of the Recovered Cattle and the Reclamation Cattle, First Bank & Trust may reimburse itself for the feed and care charges it has paid on or after May 15, 2023, as well as reimbursing itself for any trucking charges associated with the shipment of the cattle from Tommy Hefner's facility to the auction or auctions. All other proceeds of the auction sales shall be placed into a segregated account with First Bank & Trust, with the express agreement and restriction that no portion of such deposited funds shall be transferred, paid or offset without bankruptcy court authority and approval after notice and hearing.. First Bank & Trust shall provide Kent Ries with bank statements for this account on no less than a quarterly basis, and as requested by Kent Ries.

f. Kent Ries is not agreeing or stipulating to any of the recitals in Section II, but does consent to the sale, and the procedures set forth in Section III.

[signatures follow on next page]

AGREED:

2B FARMS

By: Terry B. Robinson  
Terry B. Robinson, Its General Partner

Dated: 5-16-23

FIRST BANK & TRUST

By: \_\_\_\_\_, its \_\_\_\_\_

Dated: \_\_\_\_\_

BANKRUPTCY ESTATES OF McCLAIN FARMS, LLC,  
McCLAIN FEED YARD, LLC and 7M CATTLE, LLC

By: \_\_\_\_\_  
Kent Ries, Chapter 7 Trustee

Dated: \_\_\_\_\_

AGREED:

2B FARMS

By: \_\_\_\_\_  
Terry "Bo" Robinson, Its \_\_\_\_\_

Dated: \_\_\_\_\_

FIRST BANK & TRUST

By: *Carla Chel*  
Director Special Assets, Its SVP

Dated: May 16, 2023

BANKRUPT ESTATES OF McCLAIN FARMS, LLC,  
McCLAIN FEED YARD, LLC and 7M CATTLE, LLC

By: \_\_\_\_\_  
Kent Ries, Chapter 7 Trustee

Dated: \_\_\_\_\_

AGREED:

2B FARMS

By: \_\_\_\_\_  
Terry "Bo" Robinson, Its \_\_\_\_\_

Dated: \_\_\_\_\_

FIRST BANK & TRUST

By: \_\_\_\_\_  
\_\_\_\_\_ Its \_\_\_\_\_

Dated: \_\_\_\_\_

BANKRUPTCY ESTATES OF McCLAIN FARMS, LLC,  
McCLAIN FEED YARD, LLC and 7M CATTLE, LLC

By: \_\_\_\_\_  
Kent Ries, Chapter 7 Trustee

Dated: 5/16/23